

# Company information and terms of use of the website

## Company Information

The web site [www.fox-machines.com](http://www.fox-machines.com) (hereinafter, the “Website”) is used by Femi S.p.A., with registered office in 40023 Castel Guelfo (BO) - ITALY - Via del Lavoro 4 - z.i. Poggio Piccolo (hereinafter, the “Company”) stock capital fully paid € 1.070.000 - R.E.A. n. 181551/BO Company Register of Bologna, VAT number IT00305430373.

## Terms and conditions of use of the Website

This document regulates the terms and conditions of use of the Website (hereinafter, the “Terms and Conditions”). User is required to carefully read the document before commencing to surf on the Website. By using and surfing on the Website, the user implicitly accepts the Terms and Conditions and commits him/herself to abide them.

## Access to Website

The Company has the right to modify the Website and its contents as well as to suspend and limit the access to the Website at any time without any prior notice. The Company is not liable for any damages deriving, even indirectly, from the exercise of the rights above mentioned.

Each user is responsible for providing him/herself with the necessary means to access and surf on the Website.

## Cookies used on the Website

Cookies are small strings of text sent by a web server to a web browser - such as [www.fox-machines.com](http://www.fox-machines.com) - that are stored by the browser. Cookies are memorized and then sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers for different and important purposes such as to identify and track users as they navigate different pages on a website, memorize specific information on user’s setting, etc..

While surfing on a website, user can receive on his/her browser also cookies which are sent by different websites or web servers (the so called “third parties cookies”). On these websites and web servers of third parties there might be resident some elements (such as images, sounds, specific links to other pages) which are located in the website that user is surfing on: such cookies are provided directly from third parties website providers and are used with means and for the purposes defined by those third parties.

The Website uses the following types of cookies:

- Technical cookies: these are the ones used only for granting the functionality of the communication on web server and are usually installed by the Website owner or manager. They are functional for the performance of the Website.
- Analytic cookies, also coming from third parties, which are not tracking cookies: these are the ones that are used for collecting information of statistic nature (such as the number of users). They are used by adopting means that reduce the power of identification of such cookies (such as, for example, through the anonymisation of significant portion of IP addresses).

User can disable cookies installed by the Company on his/her computer or device following the procedure outlined below. Disabling cookies might cause errors on functionality of the Website or surfing slow down.

Disabling procedure may vary depending on the browser used.

To disable cookies on:

- Internet Explorer: click on gear icon up to the right and select "Internet Options" from the menu that will appear. In the box that will be open, select the folder "Privacy" and click on "Advanced". Remove flag on "Substitute automatic management of cookies".
- Google Chrome: click on "Menu" up to the right (the icon with three horizontal lines) and select "Settings" from the menu that will appear. Go in the page that will be open and click on "Show advanced settings" and then on "Contents settings". Remove flag on "Allow remote data save" (below the word Cookies), and be sure that the option "Block third parties cookies and website data" is selected. To disable cookies on Chrome for Android, click on "Menu" (the icon with three small spots) and select "Settings" from the menu that will appear. Within the page that will be open, click on "Website settings and cookies", switch the option "Cookie" off and be sure that the flag on "Allow third parties cookies" is removed.
- Microsoft Edge (Project Spartan): click on "Menu" (the icon with three horizontal lines) and select "Settings" from the menu that will appear. Then scroll the lateral bar that will appear on the right, go to the folder "Cookies" and deselect "Do not block cookies from it".
- Mozilla Firefox: click on "Menu" (the icon with three horizontal lines up to the right) and select "Setting/Preferences" from the menu that will appear. In the page that will be open, select "Privacy" folder, expand the menu "Chronology settings" and select "Use personal setting from it". Then, remove flag on "Allow cookies from websites" and be sure that that on menu "Allow third parties' cookies" is selected the setting "never". On Android, in order to obtain the same result, click on "Menu" (the icon with three small spots up to the right) and select "Settings" from the menu that will appear. In the page that will be opened, select "Privacy", then go to "Cookies" and remove flag from "Activate".
- Apple Safari: go on "Preferences" of the application, select "Privacy" from the page that will be opened and remove flag from "Allow from the visited websites". On iPhone and iPad, the same result can be obtained by going to IOS "settings" (the gear icon residing on the homepage),

selecting Safari from the menu that will be open and going on the section “Block cookies”. At this point, remove the flag to “Allow from the visited websites”.

You can manage your preferences relating to the use of cookies on our website by visiting:

[www.allaboutcookies.org](http://www.allaboutcookies.org)

[www.youronlinechoices.com](http://www.youronlinechoices.com)

To access the cookies policy of Google Analytics and disable the relevant cookie, please visit the following page: [https://www.google.com/intl/it\\_it/analytics/learn/privacy.html](https://www.google.com/intl/it_it/analytics/learn/privacy.html)

### **Disclaimer**

The information published on the Website are provided by the Company in good faith. Despite the fact that the Company is constantly committed to update and verify the information published on the Website, it is not in a position to grant the accuracy and reliability of the same. Therefore, the Company is not liable for any errors or inaccuracies of this information.

The Company is not liable for any losses or direct, consequential and indirect damages suffered by the user for having relied on the Website and/or on its contents and materials, including third parties' contents and materials. Losses and direct, consequential and indirect damages include, without limitation and by way of example only, loss of profits and/or of commercial opportunities, of revenues or earnings, as well as, reputational damages. However, no element contained in this document can exclude or limit the Company liability in case it cannot be excluded or limited by the applicable law.

### **Third parties' websites**

The Company is not liable for the use or for the contents of third parties' websites which may be eventually mentioned or that can be accessed through the Website. Access links to third parties' websites, if any, must be intended as provided for informational purposes only.

### **Intellectual Property**

Contents published on the Website, as well as the trade marks, logos, graphic elements, XML codes and the domain name [www.fox-machines.com](http://www.fox-machines.com) are exclusively owned by the Company and/or by its licencees, unless otherwise expressly specified. Trade marks and logos eventually mentioned or reproduced on the Website which are not owned by the Company and/or by its licencees are mentioned and published for informational purposes only.

The user cannot use any contents of the Website, or any contents available through the Website, in any manner infringing the intellectual property rights owned by the Company and/or by its licencees. The user acknowledges and accepts that he/she does not acquire any rights on these contents, with the exception of the right to use the Website pursuant to these Terms and Conditions.

To the extent permitted by the applicable law, any integral or partial reproduction of the contents of the Website made without any prior authorization of the Company is forbidden, irrespective of any purposes of use.

In case of breach of these Terms and Conditions by the user, the Company reserves the right, among others, to take all legal actions against the user.

**Applicable law and jurisdictions**

These Terms and Conditions are regulated by the Italian law and are subject to the exclusive jurisdiction of the court of Bologna, Italy.